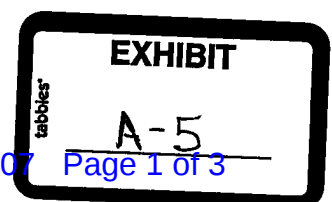


Exhibit 5



American Arbitration Association, 335 Madison Avenue, Floor 10, New York, NY 10017-4605; Web site: www.adr.org, 800-778-7879; or
National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405; Web site: www.arbitration-forum.com, 800-474-2371

Procedures and law applicable in arbitration. A single, neutral arbitrator will resolve Claims. The arbitrator will either be a lawyer with at least ten years experience or a retired or former judge. The arbitration will be conducted under the applicable procedures and rules of the arbitration administrator that are in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Arbitration Agreement, in which case this Agreement will prevail. These procedures and rules may limit the amount of discovery available to you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, and will honor claims of privilege recognized at law. You may choose to have a hearing and be represented by counsel. The arbitrator will take reasonable steps to protect customer Account information and other confidential information, including the use of protective orders to prohibit disclosure outside the arbitration, if requested to do so by you or us. The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law, and will not have the power to award relief to, against, or for the benefit of any person who is not a party to the proceeding. If the law authorizes such relief, the arbitrator may award punitive damages or attorney fees. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Upon a request by you or us, the arbitrator will provide a brief statement of the reasons for the award.

Costs. We will reimburse you for the initial arbitration filing fee paid by you up to the amount of \$500 upon receipt of proof of payment. Additionally, if there is a hearing, we will pay any fees of the arbitrator and arbitration administrator for the first two days of that hearing. The payment of any such hearing fees by us will be made directly to the arbitration administrator selected by you or us pursuant to this Arbitration Agreement. All other fees will be allocated in keeping with the rules of the arbitration administrator and applicable law. However, we will advance or reimburse filing fees and other fees if the arbitration administrator or arbitrator determines there is good reason for requiring us to do so or you ask us and we determine there is good cause for doing so. Each party will bear the expense of the fees and costs of that party's attorneys, experts, witnesses, documents and other expenses, regardless of which party prevails, for arbitration and any appeal (as permitted below), except that the arbitrator shall apply any applicable law in determining whether a party should recover any or all fees and costs from another party.

Enforcement, finality, appeals. Failure or any delay in enforcing this Arbitration Agreement at any time, or in connection with any particular Claims, will not constitute a waiver or any rights to require arbitration at a later time or in connection with any other Claims. Any decision rendered in such arbitration proceeding will be final and binding on the parties, unless a party appeals in writing to the arbitration organization within 30 days of issuance of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration organization. The panel will reconsider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Each party will bear their own fees, costs and expenses for any appeal, but a party may recover any or all fees, costs and expenses from another party, if the majority of the panel of arbitrators, applying applicable law, so determines. An award in arbitration will be enforceable as provided by the FAA or other applicable law by any court having jurisdiction.

Severability, survival. This Arbitration Agreement shall survive: (i) termination or changes in the Cardmember Agreement, the Account and the relationship between you and us concerning the Account, such as the issuing of a new account number or the transferring of the balance in the Account to another account; (ii) the bankruptcy of any party or any similar proceeding initiated by you or on your behalf; and (iii) payment of the debt in full by you or by a third party, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

3. **DEFAULT RATES:** If your agreement has a section titled either "Default Rate" or "Preferred Customer Pricing Eligibility", then the following applies to your account. In that section, if not so already, we are removing the provision that states that the default rate or "non-preferred" rate make take effect if you fail to make a payment when due to another creditor other than us or one of our related companies. This change does not apply if your account does not have a default or "non-preferred" rate.

IMPORTANT NOTICE FOR CREDIT CARD CUSTOMERS ABOUT CHANGES TO YOUR CARDMEMBER AGREEMENT— PLEASE READ AND RETAIN FOR YOUR RECORDS

Dear Cardmember:

As your credit card company, we value your business. It is important to us that we provide you with timely information regarding your credit card account.

Periodically, we may change various terms and conditions associated with your account. We share this information with you in the form of a Change in Terms disclosure. **The Change in Terms disclosure below advises of upcoming changes that will be effective as of the first day of your billing cycle that includes February 1, 2006, except for the Minimum Payment section which will be effective as early as the first day of your billing cycle that includes January 1, 2006.** These changes apply to all of your accounts with us, as applicable. We hope that you take the time to review this information carefully. Please keep this notice with your Cardmember Agreement ("agreement") for future reference.

Thank you for the opportunity to serve your credit needs. We look forward to serving those needs in the future.

SUMMARY OF CHANGES:

The changes to your agreement will take effect as of the first day of your billing cycle that includes February 1, 2006, except for the Minimum Payment section which will take effect as early as the first day of your billing cycle that includes January 1, 2006. We have summarized below some of these changes. For complete details about all changes, please read the entire amendment. The terms described in this notice that are already in effect on your account will continue to apply. Note that some terms in your agreement may appear with initial capital letters or all lower case letters. Such terms have the same meaning. For example, "Account" means the same as "account."

1. Minimum Payment (if not so already)

The minimum payment calculation will be revised to permit the addition of certain fees and finance charges as part of the minimum payment.

2. Arbitration (if not so already)

The arbitration agreement section provides that arbitration is at the choice of either party, permits the choice of two arbitration administrators, provides for the advancement by us of certain costs to file an arbitration, permits a right of appeal to either party and contains other differences from your existing arbitration terms. Please review the entire arbitration agreement section to fully understand the differences.

3. Default Rate/Non-Preferred Rate (if not so already)

The default rate section or "preferred customer pricing eligibility" section will be revised so that the default rate or "non-preferred" rate will not apply if you fail to make a payment when due to another creditor other than us or one of our related companies.

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Update 1.03

Segment: Portfolio

Campaign: 1005 Portfolio

WR #: 76517

Cell #: n/a

Partner: n/a

Creative Pkg: 2005 Privacy Reprice

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Mail Date: n/a

Released Version:

to be populated at Release stage

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September 29, 2005 9:42 AM

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mktstis

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Bold, I Helvetica Oblique

Colors:

Colors will not be listed accurately if images are missing.
Black, Variable Text, Legal Approved Plug In,
JobTag Black

Images:

EFFECTIVE DATE/NON-ACCEPTANCE INSTRUCTIONS FOR THE ABOVE CHANGE(S):

The changes summarized above will be effective as of the first day of your billing cycle that includes February 1, 2006, except for the Minimum Payment section that will be effective as early as the first day of your billing cycle that includes January 1, 2006. The new terms will apply to current and future balances on your account. You have the right to reject the new terms stated in this Notice. If you wish to reject these terms, you must notify us in writing by December 22, 2005, that you wish to reject them. If you reject these terms, your account will be closed to further use (if it is not already closed). Please include your name, address and account number on the correspondence and mail it to: Cardmember Service, P.O. Box 15098, Wilmington, DE 19850-5098. If you give us notice that you wish to reject these terms, you may not make any new charges to your account. You will, however, be entitled to pay off any outstanding balances on your account in accordance with your applicable account terms. Even if you send us the notice, if you use your Card or account on or after December 22, 2005, you will be deemed to have accepted the new terms and those terms will be applied to you as if you had not sent us any notice. If you send us the notice, please make alternate arrangements to pay any charges you have previously authorized to be made to this account, such as recurring charges.)

AMENDMENTS TO THE AGREEMENT:

In order to implement the above-described change in terms, the following changes, as applicable, will be made to your agreement:

- 1. MINIMUM PAYMENT:** If not so already, the following replaces the section entitled "Minimum Payment":
Minimum Payment: You agree to pay at least the minimum payment due, as shown on your billing statement, so that we receive it by the date and time payment is due. You may pay more than the minimum payment due and may pay the full amount you owe us at any time. If you have a balance that is subject to finance charges, the sooner you pay us, the less you will pay in finance charges because finance charges accrue on your balance each day.
 Your billing statement shows your beginning balance and your ending balance (the "New Balance" on your billing statement). If the New Balance is \$10.00 or less, your minimum payment due will be the New Balance. Otherwise, it will be the largest of the following:
 \$10.00; 2% of the New Balance; or the sum of 1% of the New Balance, total billed periodic rate finance charges, and any billed late and overlimit fees. As part of the minimum payment due, we also add any amount past due and any amount over your credit line.
 Note: If your account has no pre-set spending limit (such as a Visa Signature Card or World MasterCard account), then the last two sentences in the second paragraph above are as follows: Otherwise, it will be the largest of the following: \$10.00; 2% of the New Balance; or the sum of 1% of the New Balance, total billed periodic rate finance charges, and any billed late fees. As part of the minimum payment due, we also add any amount past due and any amount over your credit access line.

2. ARBITRATION: If not so already, the following replaces the section entitled "ARBITRATION" or "ARBITRATION AGREEMENT":

ARBITRATION AGREEMENT: PLEASE READ THIS AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT. YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT SUCH AS THAT IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION, NOR WILL YOU BE ABLE TO BRING ANY CLAIM IN ARBITRATION AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. YOU WILL NOT BE ABLE TO BE PART OF ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE, OR BE REPRESENTED IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION, IN THE ABSENCE OF THIS ARBITRATION AGREEMENT. YOU AND WE MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO BRING CLAIMS IN A COURT, BEFORE A JUDGE OR JURY, AND/OR TO PARTICIPATE OR BE REPRESENTED IN A CASE FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS AND OTHER REPRESENTATIVE ACTIONS). OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO A COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL THE DECISION MAY BE MORE LIMITED, EXCEPT AS OTHERWISE PROVIDED BELOW. THOSE RIGHTS ARE WAIVED.

Binding Arbitration. This Arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by and be enforceable under the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1-16 as it may be amended. This Arbitration Agreement sets forth the circumstances and procedures under which claims (as defined below) may be resolved by arbitration instead of being litigated in court.

Parties Covered. For the purposes of this Arbitration Agreement, "we", "us", and "our" also includes our parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, any purchaser of your Account, and all of their officers, directors, employees, agents, and assigns or any and all of them. Additionally, "we", "us" and "our" shall include any third party providing benefits, services, or products in connection with the Account (including but not limited to credit bureaus, merchants that accept any credit device issued under the Account, rewards programs and enrollment services, credit insurance companies, debt collectors, and all of their officers, directors, employees, agents and representatives) if, and only if, such a third party is named by you as a co-defendant in any Claim you assert against us.

Claims Covered. Either you or we may, without the other's consent, elect mandatory, binding arbitration of any claim, dispute or controversy by either you or us against the other, or against the employees, parents, subsidiaries, affiliates, beneficiaries, agents or assigns of the other, arising from or relating in any way to the Cardmember Agreement, any prior Cardmember Agreement, your credit card Account or the advertising, application or approval of your Account ("Claim"). This Arbitration Agreement governs all Claims, whether such Claims are based on law, statute, contract, regulation, ordinance, tort, common law, constitutional provision, or any legal

theory of law such as respondent superior, or any other legal or equitable ground and whether such Claims seek as remedies money damages, penalties, injunctions, or declaratory or equitable relief. Claims subject to this Arbitration Agreement include Claims regarding the applicability of this Arbitration Agreement or the validity of the entire Cardmember Agreement or any prior Cardmember Agreement. This Arbitration Agreement includes Claims that arose in the past, or arise in the present or the future. As used in this Arbitration Agreement, the term Claim is to be given the broadest possible meaning.

Claims subject to arbitration include Claims that are made as counterclaims, cross claims, third party claims, interpleaders or otherwise, and a party who initiates a proceeding in court may elect arbitration with respect to any such Claims advanced in the lawsuit by any party or parties.

As an exception to this Arbitration Agreement, you retain the right to pursue in a small claims court any Claim that is within that court's jurisdiction and proceeds on an individual basis. If a party elects to arbitrate a Claim, the arbitration will be conducted as an individual action. Neither you nor we agree to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed on such basis. This means that even if a class action lawsuit or other representative action, such as that in the form of a private attorney general action, is filed, any Claim between us related to the issues raised in such lawsuits will be subject to an individual arbitration claim if either you or we so elect.

No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. The only Claims that may be joined in an individual action under this Arbitration Agreement are (1) those brought by us against you and any co-applicant, joint cardmember, or authorized user of your Account, or your heirs or your trustee in bankruptcy or (2) those brought by you and any co-applicant, joint cardmember, or authorized user of your Account, or your heirs or your trustee in bankruptcy against us.

Initiation of Arbitration. The party filing a Claim in arbitration must choose one of the following two arbitration administrators: American Arbitration Association or National Arbitration Forum. These administrators are independent from us. The administrator does not conduct the arbitration. Arbitration is conducted under the rules of the selected arbitration administrator by an impartial third party chosen in accordance with the rules of the selected arbitration administrator and as may be provided in this Arbitration Agreement. Any arbitration hearing that you attend shall be held at a place chosen by the arbitrator or arbitration administrator within the federal judicial district in which you reside at the time the Claim is filed, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the arbitration administrators, information about arbitration and arbitration fees, and instructions for initiating arbitration by contacting the arbitration administrators as follows:

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Update 1.03

Segment: Portfolio

Campaign: 1005 Portfolio

WR #: 76517

Cell #: n/a

Partner: n/a

Creative Pkg: 2005 Privacy Reprice

Benefits

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to be populated at Release stage

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